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*ville*, 43 Ill. 183 and the Supreme Court of the United States, in *Oulton v. Savings Inst.*, 17 Wall. 109, after stating the functions of a bank or banker to be, receiving deposits, discounting bills and notes, loaning money, and issuing notes as a circulating currency, held that an institution exercising more than one of these functions was a bank in the strictest commercial sense.

**BILLS AND NOTES—INDORSEMENT BEFORE ISSUE—LIABILITIES.**—The notes in suit were made by a corporation in which defendant was a stockholder, and for which he was acting as secretary and treasurer; they were made payable one day after date, with interest from date, and were indorsed in blank by the defendant before delivery, for the purpose of giving credit to the corporation, the maker. This action was brought on the notes by the original payee against the indorser in blank before delivery. *Held*, by the terms of the Negotiable Instruments Law (Chapter 4524, p. 25, Acts 1897), when a person not otherwise a party to a negotiable instrument places thereon his signature in blank before delivery, his status is fixed as that of an indorser. Where the statute fixes the status of a party to a negotiable instrument as being that of an indorser, parol evidence is not admissible to vary such status. *Baumeister v. Kuntz* (1907), — Fla. —, 42 So. Rep. 886.

The rule under such circumstances before the passage of the Negotiable Instruments Law in Florida was that such a person became liable as one of the makers of the note. *Melton v. Brown*, 25 Fla. 461; *McCallum v. Driggs*, 35 Fla. 277. The Negotiable Instruments Law has changed the rule on this point in many of the other states also. For an extended discussion of this subject, see 5 MICHIGAN LAW REVIEW, 189.

**BILLS AND NOTES—USURY—EVIDENCE—BURDEN OF PROOF.**—The complainants in this case, who are the executors of the last will and testament of W. B. Wood, deceased, are seeking to obtain a decree against the defendants for the payment of the amount due upon two several promissory notes made by the defendant, Anna D. Babbitt, dated March 24, 1902, by one of which notes she promised to pay to the order of the said W. B. Wood, in the city of Philadelphia, three years from date, the sum of \$10,000, together with interest at six per cent. per annum, payable semi-annually, and by the other of which she promised to pay to the order of The New York Finance Co., at its office in the Borough of Manhattan, in the City of New York, the sum of \$5,000, at and after the death of one Charles G. Campbell. The defendant, Anna D. Babbitt, by her answer claimed that the notes were given in connection with, or as a part of a usurious transaction or transactions, and that the \$5,000 note represents the amount of usury which she was compelled to pay in order to procure the loan of \$10,000, represented by her note for that amount. *Held*, the burden of proving usury always rests on the party setting it up. The facts necessary to constitute it must be clearly established beyond reasonable doubt by the decided preponderance of evidence. It is not enough that the circumstances proved render it highly probable that there was a corrupt bargain; such a bargain must be proved,